

That an assessment not to exceed ten per cent of purchase price of the above described premises and as herein designated shall be levied at any time for the purpose of building a viaduct over the railroad of the St. Louis and San Francisco Railroad, and if said assessment is not paid within sixty days from completion of the viaduct upon written demand for the same in behalf of first party, then said first party is hereby authorized to sell the premises at public auction for the purpose of obtaining said assessment and from the proceeds derived from said sale there shall be paid. First: All expenses of said sale. Second: The remaining sums due said first party. Third: said viaduct assessment, and the balance if any, shall be paid to the said second party.

That the party of the second part contracts and agrees to pay the additional sums hereinafter stipulated, to-wit:

\$-112.50 on or before August 26th 1909.

\$-112.50 on or before February 26th 1910.

\$-112.50 on or before August 26th 1910.

\$-112.50 on or before February 26th, 1911.

Making the total price for said premises the sum of \$600.00

It is further understood and agreed by and between the parties hereto that the following covenants and agreements are a part of this contract and shall be limitations in said warranty deed to-wit:

FIRST: That no house shall be erected on any lot fronting on Olympia Avenue which shall cost less than \$2,500.00, and no house shall be erected on any other lot costing less than \$1,500.00.

SECOND: The premises shall never be sold to any negro.

It is further understood and agreed by and between the parties hereto as follows, to-wit:

That at least one-fourth (1/4) of the purchase price of said premises shall be paid in cash.

That all deferred payments shall draw six per cent interest from date.

That the second party herein shall pay all taxes and assessments levied against this property from this date.

No contract for the purchase of the lots in said Grobble-Heights Addition shall be valid unless signed by J. F. Wade, Agent.

All money paid on said contract shall be receipted for by said J. F. Wade, and each receipt shall be in duplicate and no receipt shall be valid unless signed by said J. F. Wade.

Should the party of the second part fail for the period of twenty (20) days to make the payments above stipulated, then this contract shall be null and void and the sums theretofore paid shall be construed as rental for the use of said ground, and the parties of the first part, their heirs, representatives and assigns shall have the right and are hereby authorized and empowered to enter upon and take possession of said premises and all buildings thereon without any legal process whatever, and without any liability.

This contract cannot be assigned or transferred without the written consent of the party of the first part endorsed hereon.

A. W. Wellough,

J. F. Wade, Agent.

State of Oklahoma,)
County of Tulsa.) SS.

Before me Guy L. Reed, a notary public, in and for said County and State, on this 26th